

Sanctuary Canyon Estates Subdivision, 2nd Filing
Table of Contents
(Yellowstone County)

I.	VARIANCES	2
II.	CONDITIONS THAT RUN WITH THE LAND	2
III.	TRANSPORTATION	3
A.	Streets.....	3
B.	Traffic Control Devices.....	4
C.	Access	4
D.	Billings Area Bikeways and Trail Master Plan (BABTMP).....	4
IV.	EMERGENCY SERVICE	4
V.	STORM DRAINAGE	4
VI.	UTILITIES	4
B.	Septic System	4
C.	Power, Telephone, Gas, and Cable Television.....	5
VII.	PARKS/OPEN SPACE	5
VIII.	IRRIGATION	5
IX.	WEED MANAGEMENT	5
X.	SOILS/GEOTECHNICAL STUDY	5
XI.	FINANCIAL GUARANTEES.....	5
XII.	LEGAL PROVISIONS	6

Sanctuary Canyon Estates Subdivision, 2nd Filing

This agreement is made and entered into this ____ day of _____, 20 __, by and between *Superior Construction, Inc.*, whose address for the purpose of this agreement is **832 Granite Estates Lane, Billings, MT 59101**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20 __, the Board of Planning recommended conditional approval of a preliminary plat of *Sanctuary Canyon Estates Subdivision, 2nd Filing*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20 __, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Sanctuary Canyon Estates Subdivision, 2nd Filing*; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *Sanctuary Canyon Estates Subdivision, 2nd Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

There are no variances being requested with this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be

potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners' expense.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

The continuation of Sanctuary Canyon Road and Lacey Road will be constructed within this subdivision. Both roads shall be 60-foot right-of-way dedicated road with a 24-foot paved surface with 2-foot gravel shoulders. Utility easements adjacent to the right-of-way are dedicated as shown on the plat. An expansion of existing RSID 779 will be completed for the maintenance of the continuation of Sanctuary Canyon Road and Lacey Road.

B. Traffic Control Devices

There are no traffic control devices required with this subdivision.

C. Access

Access for this subdivision shall be provided from the continuation of Sanctuary Canyon Road and Lacey Road which shall be 60-foot right-of-way dedicated road.

D. Billings Area Bikeways and Trail Master Plan (BABTMP)

This development is not located within the BABTMP.

IV. EMERGENCY SERVICE

The water main and fire hydrants shall be installed by the Subdivider and will be inspected and approved by the Lockwood Water and Sewer District and the Lockwood Fire Department. There is an existing fire hydrant on Sanctuary Canyon Road. A new fire hydrant will be installed at the intersection of Sanctuary Canyon Road and Lacey Road.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by MDEQ, or its designee.

The natural drainage pattern of the land within the subdivision is to the west through two main drainages in the property. The detention areas approved as part of Sanctuary Estates Subdivision 1st Filing are within the existing drainages with dedicated easements. The Sanctuary Estates Subdivision 2nd Filing will provide easements for the stormwater facilities, if the facilities are extended beyond the existing easements.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

Water shall be provided to the subdivision from the existing Lockwood Water mains in Sanctuary Canyon Road and Lacey Road. A new 8-inch water main will be installed in the continuation of Sanctuary Canyon Road and Lacey Road. Installation of the water lines shall be in accordance with plans and specifications approved by the Lockwood Water and Sewer District and the MDEQ.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

Individual septic systems will be permitted for each lot. An approval letter from MDEQ will be submitted with the final plat.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within the provided easements. An 8-foot-wide utility easement has been shown on the plat adjacent to all streets within the subdivision.

VII. PARKS/OPEN SPACE

The parkland dedication for this filing shall be 0.5 acres and will be an extension of the parkland area dedicated in the previous filing. An expansion of existing RSID 779 will be completed for the maintenance of the parkland.

VIII. IRRIGATION

There is no irrigation district affected by this subdivision.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

A geotechnical study was not completed for this subdivision.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the

consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

XII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Superior Construction, Inc.

By: _____

Its: _____

STATE OF MONTANA)

: ss

County of Yellowstone)

On this _____ day of _____, 20__ , before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Superior Construction, Inc.*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____

This agreement is hereby approved and accepted by Yellowstone County, this _____ day of _____, 20____.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, _____, and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

